# R. J. REYNOLDS TOBACCO COMPANY CARTON OUTLET RETAIL PARTNERS - BASE CONTRACT NON-SELF-SERVICE

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R. J. Reynolds Tobecco Company (RJR) is pleased to announce the following Retail Partners program, effective April 1, 1995, for all retail stores that meet the following criteria:

51% or more total industry volume sold by the carton.

225+ cartons industry brands and minimum 70 cartons of RJR brands sold per week.

Distribution of all RJR brands in all price tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR representative.

#### PROGRAM FLEMENTS

RJR Self-Service Package Merchandiser(s), including applicable signage.

RJR (or approved) Non-Self-Service Carton Merchandiser, including applicable canopy signage.

#### **ELEMENT REQUIREMENTS**

RJR Self-Service Package Merchandiser(s)

- Loose pack merchandiser(s) for all brands available for sale, or RJR brands exclusively. Merchandiser(s) must include promotion/display area, and areas designated for RJR advertising. If merchandiser is exclusive RJR, space for RJR brands must also be maintained on industry merchandiser.
- Merchandiser(s) will be located adjacent to an active checktane, as approved by an RJR representative.

Merchandiser(s) will be adequate in size to satisfy retailer sales of RJR and/or all industry brands.

RJR space on merchandiser(s), not including display space, will be equal to RJR's Share of Market, not less than 25%. Location of RJR brands will begin on top shelf of merchandiser(s) and continue on lower shelves in a contiguous manner, until space requirement is satisfied.

RJR (or approved) Non-Self-Service Carlon Merchandiser with canopy signage

Merchandiser will be adequate in size to satisfy retailer sales of all brands sold, as approved by an RJR representative.

- Space for RJR brands will be equal to RJR Share of Market (minimum acceptable space as determined by RJR). Space requirement will be
  determined based on 7-high rows for top shelf and 5-high rows for all other shelves. RJR brands must occupy no less than one full 5-carton
  high row.
- Location for RJR brands will begin on top shelf of merchandiser and continue on lower shelves in a contiguous manner, until space
  requirement is satisfied.

Merchandiser and canopy will include areas designated for RJR advertising.

Merchandiser must have designated sections for Full Price and Savings Brands.

Other

RJR reserves the right for final approval of display/advertising types, sizes and locations.

## **ADDITIONAL REQUIREMENTS**

Retailer further agrees to:

- Display RJR "Lowest" brands, if applicable

Provide RJR accurate volume information

- Authorize primary and other suppliers to release brand style volume information to RJR.

Provide RJR share of available signage (excluding signage on displays/fixtures) equal to RJR Share of Market.

- Ensure adequate quantity of RJR brands are maintained to minimize out of slock, including brands designated for display.

- Provide RJR equal opportunity to place temporary promotional displays and signage, as requested.

Accept new RJR brand styles, as requested.

Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.

Allow RJR to adjust and divide allocated space as deemed necessary by an RJR representative.

Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional
advertising of any kind, including that relating to retailer's own products, to be affixed to or above RJR merchandiser/security equipment utilized
under this agreement.

Restricting RJR's ability to display, promote or distribute RJR's brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this agreement.

RJR reserves the right to modify or terminate this agreement after notice to retailers. In the event of failure of performance by the retailer, this
contract may be terminated by RJR forthwith and without notice.

## **PAYMENT**

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer \*\*\frac{\pmu\_1 \text{39}}{\pmu\_2} \text{per month, for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rate basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

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## R. J. REYNOLDS TOBACCO COMPANY CO-MARKETING PROMOTION ACCRUAL CONTRACT - CARTON OUTLET TOTAL CATEGORY PARTNER

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OPTION 2 Average RJR Weekly Volume		70-89	90-111	112-140	141-177	178-221	222-279	290+
RJR Co-Marketing Promotion	Accrual	\$54	\$64	\$84	\$105	\$129	\$102	\$204
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## CO-MARKETING PROMOTION ACCRUAL CONTRACT - CARTON OUTLET

- R. J. Reynolds Tobacco Company ("RJR") is pleased to announce a Co-Marketing Promotion Accrual Program. The Co-Marketing Promotion Accrual Program is available for participating retailers to utilize in promoting selected RJR Full Price Brands and is designed to allow customization of promotions. Program eligibility available to retail accounts that meet the following criteria:
  - 51% or more total industry volume by the carton.
  - . 225+ cartons industry brands and minimum of 70 cartons of RJR brands sold per week.
  - Distribution of all RJR brands in all price tiers as required.
  - . Qualifying elements of RJR's Carton Outlet Retail Partners Base Merchandising program as designated by an RJR Representative.
  - Everyday Lowest Price in all price tiers on all RJR brands.
  - Free standing temporary/permanent promotional display for RJR brands.

#### PROGRAM OPTIONS

Option 1: RJR Co-Marketing Promotion Accrual - monthly accrual based on RJR volume grid.

Option 2: RJR Co-Marketing Promotion Accrual with Retailer/RJR Match - monthly accrual with additional Retailer/RJR Match funds based on RJR volume grid.

#### ACCRUAL AS FOLLOWS:

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OPTION 1	AA .	88	CC	DO	EE	FF	GO
Average RJR Weekly Volume	. 70-89	90-111	112-140	141-177	Sc178-221	222-279	280+
RJR Co-Marketing Promotion Accrual	\$36	. \$44	\$64	\$70	\$86	\$106	\$136

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OPTION 2	M	B8	CC	00	EE	. FF	GG
Average RJR Weekly Volume	70-89	90-111	112-140	141-177	178-221	222-279	280+
Retailer Match	\$18	\$22	\$28	\$35	\$43	\$54	\$68
RJR Co-Marketing Promotion Accrual	\$54	\$66	\$84	\$105	\$129	\$162	\$204
TOTAL ACCRUAL	\$72	\$88	\$112	\$140	\$172	\$216	\$272

#### PROGRAM OPTION REQUIREMENTS

#### OPTION 1

- Accrual process will begin on contract signing date if prior to the 15th day of the month. Sign up after the 15th day of the month will start accrual the following month.
- Co-Marketing Promotion Accrual funds are to be utilized to promote selected RJR Full Price Brands as designated by an RJR Representative.
- Promotional menu will be available to Total Category Partners at the discretion of RJR.
- All promotions require approval by RJR prior to implementation.
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Co-Marketing promotion.
- RJR Promotion Dollar Liability is fimited to the allocated dollar amount of Co-Marketing Promotion Accrual as designated by RJR.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

## OPTION 2

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as RJR fund and are payable not later than individual promotion completion.
   RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are available.

for use on the same basis as the Option 1 funds.

## ADDITIONAL REQUIREMENTS

- Display size, quantity, promotional timeframe, and promotional type will be approved by an RJR Representative.
- . Promotional advertising associated with RJR Full Price Brands will be affixed to, or above each display, as approved by an RJR Representative.
- Retailer will not permit advertising of any kind, including that relating to retailers own products, to be affixed to RJR displays (temporary and/or permanent) without prior consent of RJR.
- Retader agrees to maintain RJR displays and signage (temporary and/or permanent) in an unobstructed manner, in the location agreed upon by an RJ Representative. Changes in location of displays, or effectiveness of display location, will terminate this agreement.
- Retailer will provide RJR equal opportunity with its competitors to place temporary displays and temporary price/promotion signs as requested by an RJR Representative
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco
  companies in all areas at retail, will result in termination of this contract.
- Retailer will permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.
- Should retailer be disqualified under RJR's Retail Partners Merchandising programs, perticipation in the Co-Marketing Promotion Accrual program with be terminated.

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must beclup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, frusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS For: 575 (Assignment of Employer Identification Number).

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## R. J. REYNOLDS TOBACCO COMPANY CARTON OUTLET RETAIL PARTNERS - BASE CONTRACT SELF-SERVICE

Type of Organization:	Corporation, Sole Proprietor	Parinership, Estate, Trust, etc.
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or Partnership, Estate, Trust, etc.		EIN
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backup withholding		
because of underreporting interest	ou must cross out item 2 above it you have been nou est on your tax return.	ified by the IRS that you are currently subject to backup withholding
Store Name (Please Print)	Jamesway Corporation	RJR Account No. 0937-00-00
Street Address	40 Hartz Way	RJR Territory No. 124060
City/State	Secaucus, N. J.	Zip Code 07094
Call Classification	Discount	Branch (If Chain) Headquarters
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## R. J. REYNOLDS TOBACCO COMPANY CARTON OUTLEY RETAIL PARTNERS - BASE CONTRACT SELF-SERVICE

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R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners program, effective April 1, 1995, for all retail stores that meet the following criteria:

- 51% or more total industry volume sold by the carton.
- 225+ cartons industry brands and minimum 70 cartons of RJR brands sold per week.
- Distribution of all RJR brands in all price tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR representative.

## **PROGRAM ELEMENTS**

- RJR Self-Service Package Merchandiser(s), including applicable signage.
- RJR (or approved) Self-Service Carton Merchandiser, including applicable canopy signage

## **ELEMENT REQUIREMENTS**

- RJR Self-Service Package Merchandiser(s)
  - Loose pack merchandiser(s) for all brands available for sale, or RJR brands exclusively. Merchandiser(s) must include promotion/display area, and areas designated for RJR advertising. If merchandiser is exclusive RJR, space for RJR brands must also be maintained on industry merchandiser.
  - Merchandiser(s) will be located adjacent to an active checklane, as approved by an RJR representative.
  - Merchandiser(s) will be accounte in size to satisfy retailer sales of RJR and/or all industry brands.
  - RJR space on merchandiser(s), not including display space, will be equal to RJR's Share of Market, not less than 25%. Location of RJR brands will begin on top shelf of merchandiser(s) and continue on lower shelves in a contiguous manner, until space requirement is satisfied.
- RJR (or approved) Self-Service Carlon Merchandiser with canopy signage
  - Merchandiser will be adequate in size to satisfy retailer sales of all brands sold, as approved by an RJR representative.
  - Space for RJR brands will be equal to RJR Share of Market (minimum acceptable space as determined by RJR). Space requirement will be
    determined based on 7-high rows for top shelf and 5-high rows for all other shelves. RJR brands must occupy no less than one full 5-carton
    blob row
  - Location for RJR brands will begin on top shelf of merchandiser and continue on lower shelves in a contiguous manner, until apace requirement is satisfied.
  - Merchandiser and canopy will include areas designated for RJR advertising.
  - Merchandiser must have designated sections for Full Price and Savings Brands.
- Other

RJR reserves the right for final approval of display/advertising types, sizes and locations.

## **ADDITIONAL REQUIREMENTS**

- · Retailer further agrees to:
  - Display RJR "Lowest" brands, if applicable
  - Provide RJR accurate volume information
    - Authorize primary and other suppliers to release brand style volume information to RJR.
    - Provide RJR share of available signage (excluding signage on displays/fotures) equal to RJR Share of Market.
  - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
  - Provide RJR equal opportunity to place temporary promotional displays and signage, as requested.
  - Accept new RJR brand styles, as requested.
  - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
  - Allow RJR to adjust and divide allocated space as deemed necessary by an RJR representative.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional
  advertising of any kind, including that relating to retailer's own products, to be affixed to or above RJR merchandiser/security equipment utilized
  under this agreement.
- Restricting RJR's ability to display, promote or distribute RJR's brands or the ability to compete equally with other tobacco companies in all areas at
  retail, will result in termination of this agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailers. In the event of failure of performance by the retailer, this
  contract may be terminated by RJR forthwith and without notice.

## **PAYMENT**

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer \$ 163 per month, for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee falls to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

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## R. J. REYNOLDS TOBACCO COMPANY CO-MARKETING PROMOTION ACCRUAL CONTRACT - PACK OUTLET TOTAL CATEGORY PARTNER

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## R. J. REYNOLDS TOBACCO COMPANY CO-MARKETING PROMOTION ACCRUAL CONTRACT - PACK OUTLET TOTAL CATEGORY PARTNER

- R. J. Reynolds Tobecco Company ("RJR") is pleased to announce a Co-Marketing Promotion Accrual Program, The Co-Marketing Promotion Accrual Program is available for participating retailers to utilize in promoting selected RJR Full Price Brands and is designed to allow customization of promotions. Program eligibility is available to retail stores that meet the following criteria:
  - S1% or more total industry volume by the pack.
  - 100+ cartons industry brands and minimum of 17 cartons of RJR brands sold per week.
  - Distribution of all RJR brands in all price tiers as required.
  - Qualifying elements of RJR's Pack Outlet Retail Partners Base Merchandising program as designated by an RJR Representative.
  - Everyday Lowest Price in all price tiers on all RJR brands.

#### **PROGRAM OPTIONS**

Option 1: RJR Co-Marketing Promotion Accrual - monthly accrual based on RJR volume grid.

Option 2: RJR Co-Marketing Promotion Accrual with Retailer/RJR Match - monthly accrual with additional Retailer/RJR Match funds based on RJR volume grid,

## **ACCRUAL AS FOLLOWS:**

				HONTH	YACC	RUAL	ALCU	ATION						
OPTION 1		88	CC	00	EE	FF	8	HH		, t	KK		MM	MN
Average RJR Weekly Volume	17-24	27-35	36-42	43-40	49-57	54-47	68-78	79-43	84-108	110-130	130-165	196-190	200-234	239+
RJR Co-Marketing Promotion Accrusi	\$20	820 ·	\$14	840	: 144	\$54	944	\$74	100	\$104	1- \$1 <b>12</b> FE	<b>三村种</b>		\$226

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OPTION 2	AA.	88	CC	00	EE	FF	GG	HH	N.	IJ	KK	LL	MM	MN
Average RJR Weekly Volume	17-26	27-35	36-42	43-44	49-67	59-67	68-78	79-40	94-109	110-130	139-165	166-199	200-234	239+
Retailer Match	\$10	\$14	\$17	\$20	\$23	\$27	\$32	\$37	144	\$54	\$66	\$76	\$95	\$113
RJR Co-Marketing Promotion Accrual	\$30	\$42	\$51	140	\$49	\$41	\$94	1111	\$132	\$182	- \$190	\$737	\$285	\$33\$
TOTAL ACCRUAL	\$40	\$54	\$60	\$80	\$92	\$106	\$124	\$148	\$176	\$216	\$264	\$316	\$380	\$452

## PROGRAM OPTION REQUIREMENTS

## OPTION 1...

Accrual process will begin on contract signing date if prior to the 15th day of the month. Sign up after the 15th day of the month will start accrual the following month.

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- Tollowing month.
   Co-Marketing Promotion Accrual funds are to be utilized to promote selected RJR Full Price Brands as designated by an RJR Representative.
- Promotional menu will be available to Total Category Partners at the discretion of RJR.
- All promotions require approval by RJR prior to implementation.
- Retailer reimbursement will occur as soon as practicable following successful completion of the subject pre-approved RJR Co-Marketing promotion.
- RJR Promotion Dollar Liability is limited to the allocated dollar amount of Co-Marketing Promotion Accrual as designated by RJR.
- Co-Marketing Promotion Accrual funds will be accrued by the month. Funds accrued during one calendar quarter are available for use in the
  immediately following calendar quarter.
- Unused funds may be carried over to the subsequent quarter with prior approval by RJR.
- Funds not utilized for the designated year may not be carried over to the subsequent year.

## **OPTION 2**

- All requirements/benefits stated in Option 1 are applicable to Option 2.
- Retailer must provide matching funds in an amount equal to 50% of Option 1 rate. Retailer match dollars are utilized in the same manner as Option 1 funds and are payable not later than individual promotion completion.
- RJR will provide additional funds in an amount equal to Retailer Match monies. RJR Match monies will be accrued on a monthly basis and are available for use on the same basis as the Option 1 funds.

## **ADDITIONAL REQUIREMENTS**

- Display size, quantity, promotional timeframe, and promotional type will be approved by an RJR Representative.
- Promotional advertising associated with RJR Full Price Brands will be affixed to, or above each display, as approved by an RJR Representative.
- Retailer will not permit advertising of any kind, including that relating to retailers own products, to be affixed to RJR displays (temporary and/or permanent) without prior consent of RJR.
- Retailer agrees to maintain RJR displays and signage (temporary and/or permanent) in an unobstructed manner, in the location agreed upon by an RJR Representative. Changes in location of displays, or effectiveness of display location, will terminate this agreement.
- Retailer will provide RJR equal opportunity with its competitors to place temporary displays and temporary price/promotion signs as requested by an RJR Representative.
- Retailer further agrees that restricting RJR's ability to display, promote or distribute RJR brands, or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of this contract.
- Retailer will permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- RJR reserves the right to modify or terminate this contract after notice to retailer. In event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.
- Should retailer be disqualified under RJR's Retail Partners Merchandising programs, participation in the Co-Marketing Promotion Accrual program will be terminated.

Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee faits to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (5.5. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is tisted before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, pertinerships, estates, fruets, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer identification Number).

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## R. J. REYNOLDS TOBACCO COMPANY PACK OUTLET RETAIL PARTNERS PROGRAM - BASE CONTRACT

Request for Taxpayer Identification Number and Certification

request for a supeyer exenuncation number and Certification.

R. J. Reynolds Tobecco Company must because withhold tax at the rate of 31% from payer if the payer falls to provide R. J. Reynolds Tobecco Company with sufficient correct information to issue a Form 1009 to such payer for any celender year. With an individual proprietorship, this information is the person's individual name and either histher social security number (8.8. No.) or the employer identification number (8th) for the proprietorship, in addition to the payers individual name, the payers may also provide the business name for the sole proprietorship, provided the individual name is fisted before the business name.) With respect to corporations, performing a strates, trusts, and similar entities, the necessary information to the entity's name and employer identification number (6th) as it appears on IRS Form 578 (Assignment of Employer Identification Number). Parinership, Estate, Trust, etc. Type of Organization: Corporation \_\_\_\_ Sole Proprietor\_ is this a corporation exempt from backup withholding? Please use the appropriate line to fill in the name and Taxpeyer identification Number: Corporation Name Sole Propriator's Name Sole Proprietor's Business Name Partnership, Estate, Trust, etc. Address (Number, street, and apt. or suite number) 2000 (B. 1886年) 在一场的 55岁 Address (City, state, and ZIP code) Certification: Union ponance or perjury, a centry tree:

1. The number shown above is my correct texpeyer identification number (or I am waiting for a number to be leased to me) and

2. I am not subject to beckup withholding because: (e) I am exempt form backup withholding, or (b) I have not been notified by the internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividence, or (c) the IRS has notified me that I am no longer subject to backup Under penalties of perjury, I certify that: withholding. Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to beckup withholding because of underreporting interest on your tax return. 7 . 18000 Jamesway Corporation RJR Account No. ...0937-00-0n Store Name (Please Print) 40 Hartz Way RJR Territory No. 124060 Street Address Zip Code 07094 Secaucus, N.J City/State Discount Branch (If Chain) Headquarters' **Call Classification** Total Quarterly **Monthly Payment Dollar Amount** Stores Type PK BASE SS PK BASE SS 1847 TOTAL 6-13-95 Retailer's Signature **Date Contract Signed** R. J. REYNOLDS TOBACCO COMPANY Contract Effective Date EFFECTIVE CONTRACT TYPE UNITE MO/YR RATE **FUNCTION** FUNCTION A=ADD E-END D-DELETE C=CHANGE

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## R. J. REYNOLDS TOBACCO COMPANY PACK OUTLET RETAIL PARTNERS PROGRAM - BASE CONTRACT SELF-SERVICE

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following Retail Partners program effective April 1, 1995, for retail accounts that meet the following criteria:

- 51% or more total industry volume sold by the pack
- 100+ cartons industry brands and minimum of 17 cartons of RJR brands sold per week.
- Distribution of RJR brands in all price-tiers as required.

Retailers not meeting the above requirements should discuss alternatives with an RJR Representative.

## PROGRAM ELEMENTS:

- RJR Full Price pack display in prime position.
- RJR Full Price pack display in primary selling area.
- RJR Savings brand pack display(s) in a primary Savings Brand position.

## **ELEMENT REQUIREMENTS**

## Full Price Displays

- Display #1 must be located at #1 cash register in primary position as determined by an RJR representative.
- Display #2 must be located in primary selling area, in a position agreed upon by an RJR representative.
- Both displays must be self-service and may not be obstructed from consumer by competitive displays or other
  products.

## Savings Display

- Selected display(s) must be adequate in size to display and promote ALL RJR Savings Brands designated for display by an RJR representative.
- Multiple displays/locations may be used to adequately merchandise RJR Savings Brands, as approved by an RJR representative.
- Retailer will provide RJR pricing capability no less than parity with other tobacco companies.

## <u>Oth</u>

RJR reserves the right for final approval of display/advertising types, sizes and locations.

## ADDITIONAL REQUIREMENTS

- · Retailer further agrees to:
  - -. Display RJR "Lowest" brands, if applicable
  - Provide RJR accurate volume information
    - Authorize primary and other suppliers to release brand style volume information to RJR.
  - Provide RJR share of available signage (excluding signage on displays/foctures) equal to RJR Share of Market.
     Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated
  - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
  - Accept new RJR brand styles, as requested.
  - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer with not permit additional advertising of any kind, including that relating to retailers own products, to be affixed to or interfere with RJR displays.
- Changes in agreed location of displays/advertising, or effectiveness of location will result termination of this
  agreement.
- Restricting RJR's ability to display, promote or distribute RJR brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of the agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR fortiwith and without notice.

## PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer \$ 9030000 per month for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for storendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amodue under contract from invoices due RJR.

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